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Attorneys for S. J. WEAVER  
CONTRACTING, INC. and STEVEN J.  
WEAVER

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

JOSE MORENO as CHAIRMAN and  
LARRY TOTTEN as CO-CHAIRMAN  
of the BOARD OF TRUSTEES FOR  
THE LABORERS HEALTH AND  
WELFARE TRUST FUND FOR  
NORTHERN CALIFORNIA;  
LABORERS VACATION-HOLIDAY  
TRUST FUND FOR NORTHERN  
CALIFORNIA; LABORERS PENSION  
TRUST FUND FOR NORTHERN  
CALIFORNIA; and LABORERS  
TRAINING AND RETRAINING  
TRUST FUND FOR NORTHERN  
CALIFORNIA,

Plaintiffs,

vs.

S. J. WEAVER CONTRACTING, INC.,  
a California corporation; and STEVEN J.  
WEAVER, an Individual,

Defendant.

**CASE NO. C-04-4699 SI**  
Assigned to Hon. Susan Illston for all  
purposes.

**STIPULATION AND [PROPOSED]  
PROTECTIVE ORDER RE  
PRODUCTION OF DOCUMENTS  
BY COMERICA BANK TO  
DEFENDANT STEVEN J.  
WEAVER**

Complaint Filed: 11/04/04  
Voluntary Petition Filed: 05/10/05

IT IS HEREBY STIPULATED by and between defendant Steven J. Weaver  
("Defendant"), through his attorneys of record, Atkinson, Andelson, Loya, Ruud &  
Romo, LLP, by Thomas W. Kovacich, and third-party deponent Comerica Bank,  
through its attorney, Elizabeth M. Khachigian, as follows:

1           1.     Plaintiffs filed a Complaint on November 5, 2004 for breach of an  
2     alleged collective bargaining agreement between S.J. Weaver Contracting, Inc.  
3     ("SJW") and the Northern District Council of Laborers (the "Union"). The  
4     Complaint also sought damages against Steven J. Weaver ("Weaver"), alleging that  
5     Weaver and SJW constituted a "single employer," and was therefore also bound to  
6     the terms and conditions of the collective bargaining agreement.

7           2.     On May 10, 2005, SJW filed a voluntary petition seeking federal  
8     bankruptcy protection.

9           3.     On May 13, 2005, SJW gave notice to the Court and Plaintiffs of the  
10    bankruptcy petition.

11          4.     On June 3, 2005, the Court granted Weaver's Motion to Set Aside  
12    Default Judgment.

13          5.     Plaintiffs still seek to enforce the terms and conditions of the collective  
14    bargaining agreement against Weaver.

15          6.     On June 17, 2005, Weaver filed his Answer to the Complaint denying  
16    Plaintiffs various allegations and raising additional affirmative defenses.

17          7.     On July 27, 2005, the Court held a Case Management Conference,  
18    wherein the Court directed Plaintiffs to conduct the deposition of Steven Weaver in  
19    October 2005, in order to determine if there was any basis for continuing to include  
20    him in the lawsuit as an individual defendant. The Court directed that Weaver  
21    should file a summary judgment motion following the deposition, on or before  
22    November 4, 2005, with a hearing date of December 9, 2005, should Plaintiffs be  
23    unwilling to dismiss him as an individual defendant following his deposition.

24  
25          8.     On August 5, 2005, Plaintiffs served extensive written documents  
26    requests on Weaver, and Weaver's deposition took place on October 7, 2005.

27          9.     On August 5, 2005, Plaintiffs served a document subpoena on SJW's  
28    bankruptcy trustee, Rosendo Gonzalez, Esq.

1           10. On August 23, 2005, Plaintiffs served a document subpoena on  
2 Comerica Bank's custodian of records seeking a variety of categories of documents  
3 related to SJW and Weaver's financial records.

4           11. On September 13, 2005, Plaintiffs served a document subpoena on  
5 Comerica Bank's legal counsel in SJW's bankruptcy counsel, Shepherd, Mullin,  
6 Richter & Hampton, LLP, seeking the very same categories of documents sought  
7 from Comerica Bank.

8           12. Weaver contends that the records requested by Plaintiffs from  
9 Comerica Bank contain SJW's and Weaver's private, confidential, proprietary and  
10 trade secret information. Weaver also contends that the records sought by Plaintiffs  
11 from Comerica Bank are vastly overbroad. Comerica Bank also made its own  
12 separate written objections. However, on October 20, 2005, Comerica Bank  
13 produced documents responsive to Plaintiffs' document subpoena, subject to  
14 Plaintiffs' signed stipulation that they would not to disclose or use those documents  
15 outside of this litigation.

16           13. Although unwilling to enter into the same stipulation or agree to the  
17 document production without knowing what the documents consisted of and without  
18 first having examined the documents, Weaver now desires to obtain copies of the  
19 documents produced by Comerica Bank to Plaintiffs on October 20, 2005. As a  
20 result, Weaver is willing to enter into the instant stipulation.

21           14. Weaver has therefore agreed that the documents produced by  
22 Comerica Bank to Weaver shall be produced for the purposes of defending against  
23 Plaintiffs' claims in the instant lawsuit. Weaver agrees that he will not utilize the  
24 information for any other purposes or outside of this litigation, but that this will not  
25 affect any potential rights or remedies Weaver may have against Comerica Bank.  
26 Weaver further agrees that he will not cause any information from these documents  
27 to be distributed to any parties other than Weaver's counsel and the Court during  
28 the course of this lawsuit. Notwithstanding this agreement, the parties agree that

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1 this shall not operate to waive any rights or claims either party may have against the  
2 other.

3 15. Within thirty (30) days after the conclusion of this lawsuit, counsel for  
4 Weaver shall promptly return to Comerica Bank all documents and copies produced  
5 by Comerica Bank pursuant to this stipulation.

6 DATED: November 4, 2005 ATKINSON, ANDELSON, LOYA, RUUD &  
7 ROMO, LLP

8  
9 By: \_\_\_\_\_  
10 Christopher S. Milligan, Esq.  
11 Attorneys for Defendant STEVEN J.  
12 WEAVER

13 DATED: November \_\_\_\_, 2005

14 By: \_\_\_\_\_  
15 Elizabeth M. Khachigian  
16 Attorneys for COMERICA BANK

17 **[PROPOSED] ORDER**

18 IT IS SO ORDERED.

19 DATED: \_\_\_\_\_

